

4003 454668 LD

Bank One Merrillville, IN

# Real Estate Mortgage (Not for Purchase Money)

MORTGAGE DATE

February 14, 1992

This mortgage is made on the date noted above between the parties listed below. The Mortgagor(s), having received as consideration the principal amount shown below from the Mortgagee, receipt of which is acknowledged, mortgages, and warrants to the Mortgagee, its successors and assigns, forever, the land

and property located and described as noted below, together with all interest in the property, a right, privilege, or improvement belonging to and passable with the property, easements and rights of way of the property, and all buildings and fixtures.

### PROPERTY DESCRIPTION

Lot 27, Homestead Acres 1st Addition to the Town of St. John, as shown in Plat Book 44, page 19, in Lake County, Indiana.

a/k/a: 9843 Olcott Avenue, St. John, IN. 46373.

**92013056**

RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, INDIANA

### MORTGAGOR(S)

NAME(S)  
JOHN K. MANTIS  
MARIA G. MANTIS

### MORTGAGEE

NAME  
BANK ONE, MERRILLVILLE, NA.

ADDRESS  
9843 Olcott Avenue

ADDRESS  
1000 E 80th Place

CITY  
St. John

CITY  
Merrillville,

COUNTY STATE  
Lake In. 46373

COUNTY STATE  
Lake IN 46373

### PRINCIPAL AMOUNT

ONE HUNDRED TWENTY THOUSAND AND NO/100

\$ 120,000.00

This Mortgage is given to secure the agreements specified in this Mortgage as well as the Mortgage or Consumer Loan Agreement between Mortgagor(s) and Mortgagee of even date. This Mortgage also secures such future Mortgage or Consumer Loan Agreements between Mortgagor(s) and Mortgagee that may be entered into and which specifically reference this Mortgage as the security instrument securing such future Mortgage or Consumer Loan Agreements. The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Mortgage or Consumer Loan Agreement which documents such indebtedness. The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for the Mortgagee's protection with an insurer of the Mortgagor(s) choice. The Mortgagor(s) will pay all taxes, assessments, and other charges when they are due. In the event the Mortgagor(s) shall sell, assign, or otherwise transfer their interest in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Consumer Loan Agreement and subject that agreement to the Mortgagee's right to demand payment in full. The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default. Mortgagor(s) agree to pay the Mortgage shall secure the payment of all costs of foreclosure, including but not limited to, reasonable attorneys' fees, costs of abstracts, title insurance, court and advertising costs. If permitted by law, the Mortgagor(s) grant to Mortgagee a power of sale, including any statutory procedure for foreclosure of a Mortgage by advertisement, which Mortgagee may use directly or indirectly to sell the mortgaged property if the Mortgagor(s) default in the payment of any indebtedness secured by this Mortgage or fail to perform any other promise made in this Mortgage or in a Mortgage or Consumer Loan Agreement which documents such indebtedness. The Mortgagor(s) hereby waive and release all rights under any homestead or exemption law that might otherwise affect the real property being mortgaged hereunder.

### ADDITIONAL PROVISIONS

1. That the Real Estate Mortgage hereby is free, clear, and unencumbered except as to Real Estate Mortgage, dated July 7, 1978, from Mortgagor to American Savings and Loan Association of Hammond, Indiana Corporation in the original amount of \$55,000.00.
2. That the Real Estate Mortgage hereby is free, clear, and unencumbered except as to Real Estate Mortgage, dated August 4, 1989, from Mortgagor to Bank One, Merrillville, NA. in the original amount of \$62,000.00.

### SIGNATURES - MORTGAGOR(S)/ WITNESSES

Signed and sealed by Mortgagor(s):

X John K. Mantis  
Mortgagor's Signature JOHN K. MANTIS  
X Maria G. Mantis  
Mortgagor's Signature MARIA G. MANTIS

X \_\_\_\_\_  
Mortgagor's Signature

Signed and delivered in the presence of:

X \_\_\_\_\_  
Witness's Signature

### NOTARIZATION

The foregoing instrument was acknowledged before me this 14th day of February, 19 92, by John K. Mantis and Maria G. Mantis, H&W

State of Indiana

Notary Public's Signature Tammy Hartman

Notary Public's Name Tammy Hartman

For the County of: Lake State of: Indiana

My Commission Expires: 11-4-92

When Recorded Return to  
BANK ONE, MERRILLVILLE, NA.  
Attn: Diana M. Foster, CLP  
1000 E 80th Place  
Merrillville, IN 46410

Drafted By  
RICHARD C. SIMAGA, AN OFFICER OF BANK ONE,  
Address, City, State MERRILLVILLE, NA.  
1000 E 80th Place  
Merrillville, IN 46410

16422  
500 due